

AG Contract No KR02-2128TRN
AG Parks Contract No. _____ PAR
ADOT ECS File No. JPA 01-202
Project No. N-900-A-513, 060 LA ASP
TRACS NO H5762 01C
Item No : FY 2003, 16702
Section: Alamo State Park Roadway
Improvements

INTERAGENCY AGREEMENT

BETWEEN
THE STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
AND
THE STATE OF ARIZONA
PARKS BOARD

THIS AGREEMENT is entered into April 29th, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, Department Of Transportation acting by and through its INTERMODAL TRANSPORTATION DIVISION (the "ADOT") and the ARIZONA STATE PARKS BOARD acting by and through its Executive Director (the "Parks Board").

I. RECITALS

1 The ADOT is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2 The State Parks Board is empowered by Arizona Revised Statutes Section 41-511 05(2)(7), to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the State Parks Board by board action on

3 The ADOT and the Parks Board desire to participate in the design, construction bidding and reconstruction of roads at Alamo State Park, which includes but is not limited to: drainage, signing, striping, placement of riprap, guardrail and seeding work on interior Park roads, at an estimated cost of \$1,900,000 00, hereinafter referred to as the "Project", for the safety and benefit of the traveling public. The parties hereto agree that the Arizona Department of Transportation, shall be the lead agency for the Project

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows.

NO. 25975
Filed with the Secretary of State
Date Filed: 04/29/03

Janice K. Brewer
Secretary of State

By: Timothy D. Kraenwald

II. SCOPE OF WORK

1 The ADOT will.

a Provide design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Submit to the State Parks Board and incorporate or resolve State Parks Board review comments within 15 days of receipt.

b Call for bids and award one or more construction contract(s) for the Project. Administer same, and make all payments to the contractor(s).

c Be responsible for the cost of the construction of the roadway improvements, in an amount estimated at \$1,900,000.00 and for any contractor claims for extra compensation due to delays or whatever reason attributable to the ADOT.

2 The Parks Board will.

a Review the design documents and provide written comments to the ADOT and return within 15 days of receipt.

b Be responsible for its proportionate share of any cost increases, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the State Parks Board.

c Upon completion and acceptance of the Project by the ADOT, be responsible for providing roadway maintenance, roadway striping, maintenance of traffic signs, within the Alamo State Park all at the State Parks Board expense.

III. MISCELLANEOUS PROVISIONS

1 This agreement shall become effective upon filing with the Secretary of State.

2 This agreement shall remain in force and effect until completion of said project and reimbursements; provided, however, that this agreement, except any provisions for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

3. **Non-Discrimination** The contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.

4. **Non-Availability of Funds.** Every payment obligation of ADOT and Parks Board under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by ADOT and Parks Board at the end of the period for which the funds are available. No liability shall accrue to ADOT and Parks Board in the event this provision is exercised, and ADOT and Parks Board shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5 This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6 The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7 In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

8 All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX: 602-712-7424


Arizona State Parks Board
Diane Gray, Contracts Manager
1300 W. Washington Street
Phoenix, AZ 85007

9 Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written

STATE OF ARIZONA
Arizona State Parks Board

STATE OF ARIZONA
Department of Transportation

By 
KEN TRAVOUS
Executive Director

By 
SUSAN TELLEZ
Contract Administrator